

B 2100A (Form 2100A) (12/15)

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:) Chapter 11
)
) Case No. 17-10089 (SMB)
AVAYA INC., *et al.*,)
) (Jointly Administered)
Debtors.)
_____)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferees hereby give evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Whitebox Multi-Strategy Partners, LP

Name of Transferee

Name and Address where notices to transferee should be sent:

3033 Excelsior Blvd., Ste. 300
Minneapolis, MN 55416
Attn: Scott Specken
Telephone: (612) 253-6001
Email: sspecken@whiteboxadvisors.com

BlackBerry Limited

BlackBerry Corporation

Name of Transferor

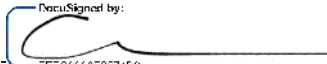
Court Claim Nos. (if known): 3089, 3104 (as modified and allowed by Settlement Agreement, dated as of February 20, 2018)

Total Amount of Claim Transferred:
USD \$21,200,000

Date Claims Filed: May 8, 2017

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:  _____
Transferee/Transferee's Agent
Mark Streffling
Partner & CEO

Date: 04/23/2018

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Evidence of Partial Transfer of Claim


TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of that Assignment of Claim Agreement dated April 5, 2018, by and among BlackBerry Limited, BlackBerry Corporation (collectively, "Assignor") and Whitebox Multi-Strategy Partners, LP ("Assignee"), Assignor hereby unconditionally and irrevocably sells, transfers, and assigns to Assignee \$21,200,000 of its right, title, interest, claims, and causes of action in and to, or arising under or in connection with, Claim Nos. 3089 and 3104 (as modified and allowed by Settlement Agreement, dated as of February 20, 2018, the "Claim") filed against Avaya Inc., et al. (the "Debtor"), the debtor in Case No. 17-10089 (SMB) pending in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

Assignor hereby waives any objection to the transfer of the Claim to Assignee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules, or applicable law. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the Claim, recognizing Assignee as the sole owner and holder of the Claim, and directing that all payments or distributions of money or property in respect of the Claim be delivered or made to the Assignee.

IN WITNESS WHEREOF, this EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of April, 2018.

WHITEBOX MULTI-STRATEGY PARTNERS, LP

DocuSigned by:
By: 
EFEC9600E2574B9...

Name: Mark Strefling

Title: Chief Executive Officer

**BLACKBERRY LIMITED
BLACKBERRY CORPORATION**

By: 

Name: Steve Rai

Title: Authorized Signing Officer

**REVIEWED BY
BLACKBERRY LEGAL**
TN per RM

BB OK